

Code Enforcement Officer  
Employment Contract

**AGREEMENT** entered into this 11<sup>th</sup> day of March, 2008 by and between the Town of Tiverton, Rhode Island; a municipal corporation hereinafter referred to as the "Employer" and Gareth Eames, hereinafter referred to as the "Employee". WHEREAS the Town Administrator, with the approval of the Tiverton Town Council acting in the best interest of the Employer, has agreed to enter into employment of the Employee as a salaried position, it is now agreed that the following be effected:

1) **TERM**

The term of this agreement shall commence on March 21, 2008 and continue for three (3) consecutive years and terminate on March 20, 2011.

2) **DUTIES**

The Employee shall be responsible for the supervision and overall operation of the Building/Zoning Department, including but not limited to that of electrical, mechanical, plumbing inspectors as well as clerical staff of the department. The Employee shall perform various functions relating to the proper operation of the department and shall fulfill the responsibilities under Section 908 of the Town of Tiverton Home Rule Charter and all applicable sections of the Tiverton Town Code. It is agreed the Employer may, from time to time, reasonably modify the duties should town demands warrant it. It is further agreed that attendance and participation at all Zoning Board meetings, the Financial Town Meeting and periodic Planning Board and Town Council meetings will be part of assigned duties, at the discretion of the Town Administrator.

All such duties shall be performed regardless of time commitment unless specifically agreed to in writing by the Employer. It is agreed that the Employee has the use of a town vehicle for the performance of such duties and he has the right to use such vehicle for commuting purposes.

3) **SALARY**

The Employee shall receive the salary of \$55,000.00 per year pro-rated for the year beginning March 21, 2008 and ending March 20, 2009. Year's two and three; anniversary increases shall be determined by merit after negotiation.

All of the stated amounts are to be paid on an every two week basis. It is herein agreed and understood that in the event of termination of employment by either party the aforesaid annual salary shall be prorated on an annualized basis.

4) **JOB EVALUATION**

The Employer shall evaluate the job performance of the Employee at least once annually for the entire period of the agreement.

The Employer reserves the right to conduct a job evaluation at any time during the term of the agreement.

5) **RETIREMENT**

The Employee shall participate in the RI State Employee's Retirement System with COLA C provisions effective November 1, 2006 with contributions to the plan by the Employee pursuant to the provisions of the retirement plan.

6) **VACATION**

The Employee shall be entitled to vacation leave at the rate of eighteen (18) days per year accumulated at the rate of 1.5 days per month. It is agreed that during the term of this contract the Employee may carry forward vacation leave up to an accumulated total of four (4) weeks with Town Administrator approval.

7) **SICK LEAVE/PERSONAL LEAVE**

The Employee shall be granted ten (10) sick days per year. Leave may be accumulated for the term of this contract. There shall be no cash value to any accumulated sick leave at any time during this agreement period. The Employer may require a physician's certificate after three (3) consecutive days of absence from employment due to illness. The Employee shall be granted three (3) personal days annually with no accumulation or cash value.

8) **BEREAVEMENT LEAVE**

The Employee may be absent for three (3) consecutive calendar days (with full pay) in the case of death of a mother, father, brother, sister, spouse, or child.

Two (2) days for a father-in-law, mother-in-law or a grandparent. An additional day may be granted at the discretion of the Town Administrator for any Bereavement leave.

9) **LIABILITY INSURANCE**

The Employee shall be covered by the Town of Tiverton Public Liability Insurance Policy and shall be indemnified and held harmless for losses and expenses incurred or sustained by the Employee in consequence of the proper discharge of the office and while acting in the capacity of his employment.

original  
do not  
remove

10) **HOLIDAYS**

The Employee shall be entitled to time off with pay for the following holidays:

New Year's Day  
President's Day  
Memorial Day  
Victory Day  
Columbus Day  
Thanksgiving Day  
Half Day before Christmas

Martin Luther King Day  
Good Friday (one [1] half Day)  
Independence Day  
Labor Day  
Veterans Day  
Day after Thanksgiving  
Christmas Day

11) **LIFE INSURANCE**

The Employee shall be entitled to term life insurance coverage in the amount of \$50,000.00 for the period of this agreement.

12) **HEALTH INSURANCE**

The Employee shall be entitled to Health and Dental Insurance (Blue Cross Healthmate Coast to Coast and Delta Dental) for individual or family plan health and dental coverage at the co-share contribution of 12% of the cost of healthcare and dental insurance plans offered by the Employer for the period of this agreement. Year three of the Employee contract the co-share shall increase to 15%. The Employer reserves the right to provide comparable coverage during the period of this agreement using another plan provider. In lieu of this benefit, the Employee may choose to be compensated at the rate of \$3,000.00 per year with such Compensation being disbursed in equal biweekly amounts.

13) **CONTINUING EDUCATION**

the Employee shall be reimbursed \$500.00 per year for costs associated with continuing education as related to the position.

14) **SUSPENSION/TERMINATION**

Notwithstanding the term of this employment contract, termination shall occur either by:

a) Mutual agreement of the parties;

b) Retirement of the Employee;

In the event of retirement of the Employee, the Employee may notify the Employer at least sixty( 60) days prior to the date of the retirement or within such other time period as may be mutually agreeable to the parties. All obligations and agreements of the parties as contained in this Agreement shall cease as of the date of the retirement.

- c) Employee may be terminated or suspended for willful non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter including, but not limited to, those provisions which relate to the Employee's qualifications for holding the position of Building Code Officer.
- d) Death of Employee;
- e) Disability of Employee;  
In the event of disability, by illness or physical or mental incapacity of the Employee to perform his duties and obligations as prescribed under this contract, which disability exists or is likely to exist for a period of more than six (6) months during the term of this Agreement, the Employer may, in its discretion, make a proportionate deduction from the Employee's salary, subject to the Employee's entitlement to sick leave or other applicable benefits accrued by the Employee. In the event the disability of the Employee continues for a period of one (1) year or more or if the disability is determined to be permanent by competent medical documentation (at least two {2} physicians specializing in the area of the claimed disability other than the Employee's treating physician), the Employer may terminate the agreement at its option with notice to the Employee and all obligations of the Employer for payment of salary and other benefits shall cease.
- f) Suspension or Discharge for Cause  
Employee may be suspended or discharged for cause during the term of this agreement for one or more of the following reasons:
  - i) Immorality
  - ii) Conviction of a felony or other crime involving moral turpitude
  - iii) Repeated failure to comply with established Employer policy
  - iv) Continuing neglect of duties
  - v) Insubordination
  - vi) Non-compliance with any provisions of Rhode Island law or the Tiverton Home Rule Charter which relate to the Employee's qualifications for holding the position of Code Enforcement Officer and/or
  - vii) Conviction of any violation of state or federal law.

The Town Administrator may terminate Employee or suspend Employee for a designated period of time in accordance with this section. Any such termination

or suspension of Employee during the term of this agreement prior to its termination date shall be governed by Section 1210 of the Town of Tiverton Home Rule Charter.

15) **STATUS REPORT**

Prior to the issuance of the Employee's final paycheck, and at any time upon request of the Town Administrator the Employee shall submit a written report to the Town Administrator, which details the status of his office. This shall include, but not be limited to, an assessment of operations, status of any projects or outstanding issues, computer passwords and details of unresolved issues. The Employee's final paycheck any be withheld until such final report is submitted.

16) **EXTENSION**

Renewal of the Employee's employment shall be considered by the Employer in the last three (3) months of the Employee's employment contract. Not later that 30 days prior to the end of the Employee's employment contract, the Employer shall notify the Employee in writing whether the Employer elects to offer the Employee a new employment contract.


17) **POLICIES and PROCEDURES**


The Employee is subject to all policies and procedures as adopted by the Employer in the Town of Tiverton personnel handbook.

This agreement is executed this 11<sup>th</sup> day of March, 2008.

Town of Tiverton:

Employee:

  
James Goncalo  
Town Administrator

  
Gareth Eames  
Code Enforcement Officer